

**REGULATIONS AND SCHEDULE OF
CHARGES APPLICABLE TO INTERSTATE AND INTERNATIONAL
SWITCHED ACCESS SERVICES
FURNISHED BY WEST COMMUNICATIONS, INC.
AND ITS CONCURRING CARRIERS**

CHECK SHEET

Pages of this Tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages as named below, comprise all changes from the original tariff and are in effect on the date shown.

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

C - To signify a changed regulation

D - To signify a discontinued rate or regulation

I - To signify a rate increase

M - To signify a matter moved or relocated without change

N - To signify a new rate or regulation

R - To signify a rate reduction

S - To signify a reissued matter

T - To signify a change in text but no change in rate, regulation or charge

Z - To signify a correction

APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to interstate switched access services provided by Company within the contiguous United States and between points within the contiguous United States and international points. Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Company.

SECTION 1 - DEFINITION OF TERMS

Certain terms used generally throughout this tariff for Communications Service of this Company are defined below.

Access Service: Includes all services and facilities provided by the Company for the origination or termination of any interstate or international telecommunications or other communications services that have the ability to reach the public switched telephone network regardless of the technology used in transmission. This includes, but is not limited to, local exchange, long distance, and data communications services that may use either TDM or Internet Protocol ("IP") or other technology.

Access Service Request or ASR: A Service Order form by which Customer may request provision of Access Services from Company.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm or corporation which is authorized by the Customer or Joint User to be connected to the service of the Customer or Joint User, respectively.

Bit: The smallest unit of information in the binary system of notation.

Carrier or Common Carrier: Any individual, partnership, association, corporation or other entity engaged in interstate communication for hire by wire or radio between two or more exchanges.

Commission: Federal Communications Commission.

Company: West Communications, Inc., the issuer of this tariff.

Customer: The person, firm or corporation which purchases service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End Office: The switching system office or serving wire center (or functionally equivalent or analogous facilities) where Customer station loops (or functionally equivalent or analogous facilities or services) are terminated or otherwise connected to the Company's facilities or services for purposes of interconnection to each other and/or to trunks.

End User: Any customer of an interstate or international telecommunications, VoIP, or other communications service, including commercial mobile radio service ("CMRS") provided by a third party, that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications or VoIP service for administrative purposes. A person or entity that offers telecommunications, VoIP, or other communications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Interconnect Carrier: Any carrier that connects to Company's network for exchange of communications traffic.

SECTION 1 - DEFINITION OF TERMS (CONT'D)

Joint User: A person, firm or corporation which is designated by the Customer as a User of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a Joint User arrangement as specified in the Company's tariff.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Major Service Interruption: An interruption of Customer Service due to the Company's negligence or due to its noncompliance with the provisions of this tariff.

Nonrecurring Charge: A one-time-only charge that applies for a specific work activity, such as the installation of or change to an existing service.

Premises: The space occupied by a Customer or User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the duration of the service. For billing and prorating purposes, each month is considered to have 30 days.

Service: Defined in Section 2.2.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: A written request for Company Services that may be submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company will initiate the respective obligations of the parties as set forth herein, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Switch, Switching, Switched: The term "Switching" refers to any technical means by which a communication is directed from an origination point or input source onwards towards a destination or output location. Switching may include (without limitation) either circuit or packet switching, and switching of communications individually (including, if applicable, individual packets) or in groups, depending on the technology deployed. A "Switch" is a device, software, or any technical arrangement that performs or accomplishes switching. A communication is "Switched" when it passes through a switch.

SECTION 1 - DEFINITION OF TERMS (CONT'D)

Switched Access Service: An Access Service that is Switched.

Transmission: The sending of electrical or optical signals over a line to a destination.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided to the Customer by Company.

VoIP: A service that (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the User's location; (3) requires IP-compatible customer premises equipment; and (4) permits users generally to receive calls that originate on the public switched telephone network or to terminate calls to the public switched telephone network.

SECTION 2 - UNDERTAKING OF THE COMPANY**2.1 General**

- 2.1.1 The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- 2.1.2 Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.
- 2.1.3 The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.2 Description of Service

The Company's Service consists of any of the business services offered pursuant to this tariff, either individually or in combination. Each business service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers. All Services are presumed to be used by Customer only to originate or terminate interstate or international traffic.

2.3 Application for Service

Unless otherwise specified herein, Customers desiring to obtain the Company's Service must complete the Company's standard service order form(s).

2.4 Shortage of Equipment or Facilities

- 2.4.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.
- 2.4.2 The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

- 2.4.3 If the Company receives a request for a service offered under this Tariff that cannot be fulfilled due to a lack or shortage of facilities, the Company may agree with the entity requesting the service to undertake to construct or obtain the necessary facilities, in accordance with the terms of Section 11 of this Tariff.
- 2.5 Terms and Conditions
- 2.5.1 Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.2 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.5.3 In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.5.4 The tariffs of the Company shall be interpreted and governed by the laws of the United States without regard for its choice of laws provision.
- 2.6 Liability of the Company
- 2.6.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 9.0, following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

- 2.6.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.6.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.
- 2.6.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer or User-provided equipment or facilities.
- 2.6.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
- 2.6.6 The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 2.6.7 the Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.6.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered, or as required by United States federal law.

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

- 2.6.9 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.6.10 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.6.11 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.6.12 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ITS TARIFFS.
- 2.6.13 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company's Service.

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**2.7 Notification of Service-Affecting Activities**

To the extent possible, the Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.8 Provision of Equipment and Facilities

- 2.8.1 All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.8.2 The Company may undertake to use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.
- 2.8.3 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.4 Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 2.8.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when the service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or Authorized User provided.

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

2.8.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:

2.8.6.1 The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

2.8.6.2 The reception of signals by Customer provided equipment. The Customer, Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.8.7 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing the Company's Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.8.8 The Company's Services or facilities may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

2.9 Nonroutine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/or in hazardous locations. In such cases, or if installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges or, charges in addition to the Company's charges for routine installation and maintenance service, may apply.

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**2.10 Ownership of Facilities**

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

2.11 Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected by new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's business address. If required by the Commission, the Company will cause to have published a notice of its intention to charge its rates, tolls, charges, rules and regulations in one or more newspapers in circulation in the affected area.

2.12 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

SECTION 3 - OBLIGATIONS OF THE CUSTOMER**3.1 General**

The Customer shall be responsible for:

- 3.1.1 the payment of all applicable charges pursuant to the tariffs of the Company;
- 3.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 3.1.4 any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;
- 3.1.6 the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)

- 3.1.7 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under section 3.1.4; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 3.1.8 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.1.9 making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

3.2 Prohibited Uses

- 3.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 3.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 3.2.3 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 3.2.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 3.2.5 A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)

3.2.6 Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.

3.2.7 A Customer, Joint User, or Authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

3.3 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

3.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;

3.3.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or

3.3.3 any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

SECTION 4 - PAYMENT ARRANGEMENTS**4.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold or shared with other persons.

4.2 Billing and Collection of Charges

4.2.1 Nonrecurring Charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

4.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

4.2.3 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

4.2.4 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

4.2.5 Billing of the Customer by the Company will begin on the Service Commencement Date, billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

4.2.6 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.

4.2.7 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, a \$25.00 fee will be assessed per check returned.

4.2.8 Although it is the intent of the Company to submit timely statements of charges, failure by the Company to do so in a timely manner shall not constitute a breach of the Company's obligations under this tariff or a waiver of the Company's right to payment of the incurred charges, and, except for the assertion by the Customer that the Company's right to payment is barred by an applicable statute of limitations, the Customer shall not be entitled to dispute the Company's bill(s) based on the Company's failure to submit them in a timely fashion.

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**4.3 Advance Payments**

4.3.1 To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

4.3.2 A customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

4.4 Deposits

4.4.1 The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.

4.4.2 A deposit will be required under the following conditions:

4.4.2.1 Applicant does not have verifiable credit with any Company affiliate anywhere within the region in the same or similar business; or

4.4.2.2 Applicant has had previous verifiable Service with any Company affiliate anywhere within the region but has an outstanding and unpaid bill for Service; or has not established satisfactory credit. Satisfactory credit for a Service customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.

4.4.2.3 Applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such service was previously provided.

4.4.3 An initial deposit or an additional deposit will be required of an existing customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of service for nonpayment during the previous twelve month period.

4.4.4 The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

- 4.4.5 Any deposit required of an existing Customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:
- 4.4.5.1 In the event service is suspended for a Customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
- 4.4.5.2 In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the Customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the Customer without further notice.
- 4.4.6 The amount of the deposit shall be the estimated charges for the Service which will accrue for a 2 and one half-month period. All applicants and existing Customers shall be treated uniformly for the determination and application of deposits.
- 4.4.7 When it is determined that a deposit is required under the conditions specified above, the applicant or Customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a guarantee of payment agreement with the Company. An acceptable third party guarantor for Service is a current non-residential customer with at least two years continuous service, whose payment history for the most recent twelve month period is satisfactory.
- 4.4.8 The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.
- 4.4.9 The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

- 4.4.10 When the Customer is a candidate for political office or is a person or organization acting on behalf of a candidate for political office the deposit requirement will be adjusted monthly to reflect twice the current month's actual billing. Under these circumstances, a security, i.e., surety bond or bank letter of credit equal to the Company's deposit requirement will be the only acceptable substitutes for a cash deposit.
- 4.4.11 The rate of interest to be paid on Customer deposits will be the lesser of 6% or an amount determined by the Commission.
- 4.4.12 When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or, at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of Service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.
- 4.5 Discontinuance of Service
- 4.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 4.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 4.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability. The Company will provide a written notice of the disconnection. Such notice will be provided at least five (5) days before the date of disconnection to the extent reasonably feasible.
- 4.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)

- 4.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 4.5.6 Upon the Company's discontinuance of service to the Customer under paragraphs 4.5.1 or 4.5.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).
- 4.5.7 Any Customer or applicant for Service requesting the opportunity to dispute any action or determination of the Company shall be given an opportunity for a supervisory review by the Company immediately following Customer's request for such review. Service will not be disconnected pending completion of the supervisory review.
- 4.6 Cancellation of Service Orders
- 4.6.1 Service Orders are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel a Service Order prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 4.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).
- 4.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 4.6.4 The special charges described in paragraphs 4.6.1 through 4.6.3, above, will be calculated and applied on a case-by-case basis.

SECTION 4 - PAYMENT ARRANGEMENTS (CONT'D)**4.7 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

4.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It is the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

4.9 Disputed Bills

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received in a timely fashion, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission.

SECTION 5 - USE OF CUSTOMER'S SERVICE BY OTHERS**5.1 Resale and Sharing**

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in 5.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

5.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

5.3 Transfers and Assignments

The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.

SECTION 6 - TERMINATION OF SERVICE

- 6.1 If a Customer terminates a Service before the completion of the term for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company all costs, fees and expenses reasonably incurred in connection with the following sums, within 21 days of the effective date of the termination and on the terms set forth in Section 4.0, preceding:
- 6.1.1 All Nonrecurring Charges as specified in the Company's tariffs, plus
 - 6.1.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
 - 6.1.3 All Recurring Charges specified in the applicable Company tariff for the balance of the then-current term.

SECTION 7 - NOTICES AND COMMUNICATIONS

- 7.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 7.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 7.3 All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 7.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS**8.1 General**

A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for any particular purpose.

8.2 Station Equipment

8.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.

8.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company's equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of Customer-provided equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

8.2.3 Customer-provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.

8.2.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

8.3 Interconnection of Facilities

8.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

8.3.2 Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

SECTION 8 - CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)

8.3.3 Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

8.4 Tests and Adjustments

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

8.5 Inspections

8.5.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in this section and in Section 2.8.

8.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to take this corrective action, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE**9.1 General**

- 9.1.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or User, or to the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- 9.1.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 9.1.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 9.1.4 For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24 hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and up to 24 hours.

Interruptions longer than 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions longer than 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credited will be allowed for any one month period.

9.2 No credit allowance will be made for:

- 9.2.1 Interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
- 9.2.2 Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

SECTION 9 - ALLOWANCES FOR INTERRUPTIONS IN SERVICE (CONT'D)

- 9.2.3 Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, User, or other common carrier providing service connected to the services or facilities of the Company;
- 9.2.4 Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 9.2.5 Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 9.2.6 Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 9.2.7 Interruption of service due to circumstances or causes beyond the control of the Company; and
- 9.2.8 Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

SECTION 10 - APPLICATION OF RATES**10.1 Distance-Based Charges**

10.1.1 Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 ("NECA No. 4"), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

10.1.2 The airline distance between any two points of Service is determined as follows:

- A. Obtain the vertical and horizontal coordinates for each point of Service location.
- B. Compute the difference between the vertical coordinates of the two points of Service; and compute the difference between the two horizontal coordinates.
- C. Square each difference between the vertical coordinates and the horizontal coordinates.
- D. Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained. For example:

$$\frac{(V2 - V1)^2 + (H2 - H1)^2}{10}$$

- F. Take the square root of the result.

SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**11.1 General**

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a communications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some manner different from the normal tariff conditions. Special construction is that construction undertaken:

- 11.1.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 11.1.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 11.1.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 11.1.4 in a quantity greater than that which the Company would normally construct;
- 11.1.5 on an expedited basis;
- 11.1.6 on a temporary basis until permanent facilities are available;
- 11.1.7 involving abnormal costs; or
- 11.1.8 in advance of its normal construction.

11.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

11.3 Basis for Cost Computation

The costs referred to in Section 11.2 preceding may include one or more of the following items to the extent they are applicable:

- 11.3.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

**SECTION 11 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS
(CONT'D)**

11.3.1.1 equipment and materials provided or used,

11.3.1.2 engineering, labor and supervision,

11.3.1.3 transportation,

11.3.1.4 rights of way, and

11.3.1.5 any other item chargeable to the capital account;

11.3.2 annual or monthly charges including the following:

11.3.2.1 cost of maintenance;

11.3.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

11.3.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

11.3.2.4 any other identifiable costs related to the facilities provided; and

11.3.2.5 an amount for return and contingencies.

11.4 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.

11.4.1 The maximum termination liability is equal to the total cost of the special facility as determined under Section 11.3, preceding, adjusted to reflect the newly-determined estimated net salvage, including any reuse of the facilities provided.

11.4.2 The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE**12.1 General**

This section sets forth the regulations and related charges for ordering Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

12.1.1 Ordering Conditions

All Switched Access Services offered under this tariff must be ordered using an ASR. The format of the ASR will be as specified in the Alliance for Telecommunications Industry Solutions Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for Services for a particular order on a single ASR must be identical. Orders for different Services, facilities, or Premises must be made on additional ASRs.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Switched Access Service, the Customer shall provide the following minimum information:

- a. Customer name and Premise(s) address(es);
- b. Billing name and address (when different from Customer name and address);
- c. Customer contact name(s) and telephone numbers for the following provisioning activities: order negotiating, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer will be advised of the Application Date and the projected Service Commencement Date (Service Date) at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC will be forwarded to the Customer within 2 business days after the date on which all information needed to process the ASR has been received by the Company.

**SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE
(CONT'D)****12.2 Access Service Date Intervals**

12.2.1 Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's required interval, subject to the following conditions.

12.2.1.1 Standard Interval: The Standard Interval for Switched Access Service is 10 business days from the date the ASR is accepted by the Company. This interval applies only to standard service offerings and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours.

12.2.1.2 Negotiated Interval: The Company will negotiate a Service Commencement Date Interval (Negotiated Interval) with the Customer when:

- 1) The Customer requests a Service Commencement Date before or beyond the applicable Standard Interval Service Commencement Date; or
- 2) There is no existing facility connecting the Customer's Premises with the Company; or
- 3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering is required to complete the order; or
- 4) The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Commencement Date based on the type and quantity of Access Services the Customer has required. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Commencement Date, or, when there is no Standard Interval, the Company-offered Service Commencement Date.

**SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE
(CONT'D)****12.3 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company in its sole discretion may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for ASR modification will apply as set forth below, on a per occurrence basis. Any increase in the number of special channels, Switched Access Service lines, trunks, transport facilities, out-of-band signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date Interval.

12.4. Changes in Service Date

12.4.1 Service Dates may be changed, but the new Service Date may not exceed the original Service Date by more than 30 calendar days. If for any reason the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than 5 business days from the date of request by the Customer but earlier than the original requested Service Date. The Service Date Change Charge will apply on a per order, per occurrence basis for each Service Date changed. The applicable charges are set forth in Section 14.7.2.

12.4.2 If the Customer indicates that service cannot be accepted for a period exceeding 30 calendar days, the Customer will be deemed to have cancelled the order on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

**SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE
(CONT'D)****12.5 Design Changes**

The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and requested changes to determine what change(s) in design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of transport termination or type of channel interface. Any other changes are not considered Design Changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied. The Design Change Charge will apply on a per order, per occurrence basis for each order requiring a Design Change. The applicable charges, as set forth in Section 14.7.2, are in addition to any Service Date Change Charges that may apply.

12.6 Expedited Order

- 12.6.1 When placing an ASR for service(s) for which a Standard Interval exists, a Customer may request a Service Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Date is more than five days from the date of the request to the Company of the Expedited Order request. However, if upon reviewing availability of equipment and scheduled work load, Company agrees to provide service on an expedited basis and Customer accepts Company's proposal, an Expedite Charge will apply. If the Company is subsequently unable to meet an agreed-upon expedited Service Date, then the Expedited Charge will not apply.
- 12.6.2 In the event the Company provides service on a expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.
- 12.6.3 In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable cancellation charges specified herein.
- 12.6.4 In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

**SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE
(CONT'D)**

- 12.6.5 An Expedite Charge will not be applied to orders expedited for Company reasons.
- 12.6.6 If costs other than additional administrative expenses are to be incurred when the ASR is expedited, the regulations and charges for special construction as set forth in this tariff will apply.
- 12.6.7 The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 14.7.2.
- 12.7 Cancellation of an Access Service Request
- 12.7.1 A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of the Service Date of an ASR for installation of new service or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new Service Date cannot exceed the originally established Service Date by more than 30 calendar days. If the Customer indicates that service cannot be accepted for a period exceeding 30 calendar days, the Customer will be deemed to have cancelled the order on the 31st day, and appropriate cancellation charges will be applied.
- 12.7.2 If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.
- 12.7.3 Cancellation charges for Expedited Orders will be applied for any order canceled from the Application Date forward.
- 12.7.4 If the Company misses a Service Date by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil disturbances, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.
- 12.7.5 Except as stated herein, cancellation charges will apply as discussed above in Section 4.6.

**SECTION 12 – ORDERING OPTIONS FOR SWITCHED ACCESS SERVICE
(CONT'D)**

12.8 Discontinuance of Access Service

12.8.1 The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Nonrecurring Charges will apply for the new service, and a new minimum period will be established:

- (1) A change in the identity of the Customer of record;
- (2) A move by the Customer to a different building;
- (3) A change in type of service;
- (4) A change in Switched Access Service Interface (i.e., DSL or DS3);
- (5) A change in Switched Access Service traffic type.

12.8.2 When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The minimum period charge for monthly billed services is the Recurring Charge for one (1) month plus all applicable Nonrecurring Charges.

SECTION 13 – CARRIER COMMON LINE SERVICE

The Company will provide Carrier Common Line Access Service (Carrier Common Line Access) to Customers in conjunction with Switched Access Service as described in Section 14 of this Tariff.

13.1 General Description

Carrier Common Line Access provides Customers with the use of End Users' Company-provided common line for access to such End Users to furnish communications services.

13.2 Limitations

13.2.1 Exclusions

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

13.2.2 Access Groups

All trunk-side connections provided in the same access group will be limited to the same features and operating characteristics.

13.3 Undertaking of the Company

13.3.1 Provision of Service

Where the Customer is provided Switched Access Service under other sections of this Tariff, the Company will provide said Customer with the use of Company common lines for access to End Users at rates and charges as set forth in 13.6 following.

13.4 Obligations of the Customer

13.4.1 Switched Access Service Requirements

The Switched Access Service associated with Carrier Common Line Access shall be ordered by the Customer under other sections of this Tariff.

13.5 Determination of Charges for Carrier Common Line Access Service

13.5.1 Terminating access per minute charge(s) for Carrier Common Line Access apply to:

- A. all terminating access minutes of use, less those terminating access minutes of use associated with Mobile Telephone Switching Offices (MTSOs).

SECTION 13 – CARRIER COMMON LINE SERVICE (CONT'D)

- B. All originating access minutes of use associated with calls placed to 700, 800 and 900 numbers, less those originating access minutes of use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges. When the Customer makes this report available to the Company in advance of billing, these minutes of use will be charged on the current bill as originating minutes of use as set forth in the following subsection. If a billing dispute arises concerning the Customer provided report, the Company will request the Customer to provide the data the Customer used to develop the report. The Company will not request such data more than once a year. The Customer shall supply the data within 30 days of the Company's request. When this report is not available to the Company until after billing, it shall be used by the Company to calculate and post a credit to the Customer's account. The credit shall be posted to the Customer's account within 30 days of receipt of the report. The credit shall be calculated by multiplying the number of access minutes of use, for which a credit is determined to be applicable, times the difference between the terminating and originating Carrier Common Line charges in effect when the calls were completed.

13.5.2 Originating access per minute charge(s) for Carrier Common Line Access apply to:

- all originating access minutes of use, including minutes where the off-hook supervisory signaling is forwarded by the Customer's equipment when the called party answers,
- less all originating access minutes of use associated with calls placed to 700, 800 and 900 numbers,
- less those originating access minutes of use associated with MTSOs,
- plus all originating access minutes of use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common Line charges, and for which a corresponding reduction in the number of terminating access minutes of use has been made as set forth in the preceding.

13.6 Rates and Charges

All service territories - \$0.00

SECTION 14 – SWITCHED ACCESS SERVICE**14.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides for the use of Company network and network functionality to provide all or any part of the connection between a Customer's premises or point of presence and an End User for origination or termination of communications services regardless of the technology used in transmission.

14.2 Rate Categories**14.2.1 Switching**

Switching provides for the use of tandem or other functionally equivalent intermediary switching facilities as well as end office and/or remote switching equipment, as applicable. The following rate elements may be provided in connection with Switching.

- A. Local Switching, which provides the local end office switching functions at a Company switching facility as well as applicable optional vertical features.
- B. Tandem switching (including other Intermediary Switching), which is assessed per access minute when calls are switched by the Company between two or more trunks. For purposes of clarification, Tandem Switching charges (in addition to any and all other applicable elements) will be assessed on all calls that originate from or terminate to an End User where Company switching facilities other than its Local Switching facilities are used to connect two or more trunks or where the Company otherwise performs a tandem switching function
- C. Common Trunk Port, which provides for the termination of common transport trunks at Local Switches. The Shared Trunk Port rate is assessed on a usage sensitive basis.

14.2.2 Common Transport Service

Common Transport Service includes the following elements:

- A. The Transport Facility provides for transmission facilities between 1) the Customer Designated Premises and a Company Central Office where the Customer traffic is switched to originate or terminate the Customer's communication and/or 2) between the Company's Central Office where the Customer traffic is switched and the Remote Switching Location through which the traffic is originated or terminated. The Transport Facility is a two-way voice

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)**14.2.2 Common Transport Service (cont.)**

frequency transmission path composed of Facilities determined by the Company. The voice frequency transmission path may be comprised of any form or configuration of facilities capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals.

- B. Transport Termination, which provides for the Trunk side arrangements between the Company's switching systems (whether End Office or Tandem/Intermediary) and either a Customer Designated Premise or a Remote Switching Location. These facilities terminate the Transport Facilities. The number of Transport Terminations provided will be determined by the Company.
- C. Common Multiplexing, which provides for the conversion of transmissions from one operating speed to another operating speed (e.g., DS-1 to DS-3).

14.2.3 Other Charges

- A. Network Blocking Charge - The Customer will be notified by the Company to increase its capability (Busy Hour Minutes of Capacity or quantities of trunks) when excessive Trunk group blocking occurs on groups carrying Calls and the measured Access Minutes for that hour exceed the capacity purchased. If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in this Tariff, for each overflow in excess of ordered capacity
- B. SMS Data Base Query Charge - This charge will apply for each toll-free 8XX Call database query from the SMS database, an SMS Database Query, performed by Company. This charge applies to all toll-free Calls placed by any End User, regardless of the type of access (e.g., Switched Access or Direct Connects) ordered from or otherwise provided by the Company
- C. Optional Features - Other optional features may be available on an individual case basis.

14.3 Switched Access Arrangements

Unless Customers affirmatively order another method of access, such as direct trunked connection, Customers originating or terminating calls through the Company's network connect with the Company's network through a tandem/intermediary switch. Usage sensitive charges described in this Section 14 apply to such Switched Access arrangements. The application of these charges will be determined based on the actual rate elements furnished by the Company in connection with a call.

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)**14.4 Obligations of the Company**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

14.4.1 Network Management

The Company will administer its network to provide acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

14.4.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of Switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire Trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

14.4.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance, *e.g.*, Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other Tariff sections, *e.g.*, testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)**14.5 Obligations of the Customer**

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

14.5.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each End Office or Tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in this Tariff may be implemented at the Company option to ensure acceptable service levels

14.5.2 On and Off-Hook Supervision

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

14.5.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

14.6 Rate Regulations Applicable to Switched Access Services**14.6.1 Minimum Periods**

Switched Access Service is provided for a minimum period of one month.

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)**14.6.2 Usage Rates**

Usage rates for Switched Access service are rates that apply: (1) on a per access minute basis; (2) on a per call blocked basis beyond the blocking threshold for network blocking; (3) on a per query basis for 800 database queries. All charges are accumulated on a monthly basis.

14.6.3 Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

14.7 Rates and Charges

14.7.1 The Company applies a composite rate for Switched Access Services consisting of the following rate elements: (i) local switching; (ii) common switched transport; (iii) common port charge(s); (iv) Tandem switching; and (v) multiplexing.

State	Per-Minute Rate
Alabama	0.00522065
Arizona	0.005486
Arkansas	0.0040565
California - Verizon	0.0056307
California - Pacific Bell	0.0087472
Colorado	0.006251
Connecticut	0.0055625
Delaware	0.00605
District of Columbia	0.00605
Florida	0.00522975
Georgia	0.0053751
Illinois	0.0048029
Indiana	0.00487335
Iowa	0.0056605
Kansas	0.004034
Kentucky	0.005112
Louisiana	0.00500035
Maine	0.0058405
Maryland	0.0060603
Massachusetts	0.006062
Michigan – Verizon	0.0041982
Michigan - Ameritech	0.00520055
Minnesota	0.0054705
Mississippi	0.005197
Missouri	0.0040575

SECTION 14 – SWITCHED ACCESS SERVICE (CONT'D)

State	Per-Minute Rate
Nevada	.004197
New Hampshire	0.00585325
New Jersey	0.00605965
New Mexico	0.0054455
New York	0.0058139
North Carolina	0.00479995
Ohio	0.0055858
Oklahoma	0.0040565
Oregon - Verizon	0.00505925
Oregon-Qwest	0.0055055
Pennsylvania	0.00605915
Rhode Island	0.0060495
South Carolina	0.00455745
Tennessee	0.00509065
Texas	0.0040778
Utah	0.0067355
Vermont	0.0058405
Virginia	0.0060624
Washington-Qwest	0.0056435
Washington-Verizon	0.00474975
West Virginia	0.006069
Wisconsin	0.00507945

14.7.2 Nonrecurring Charges

The following charges apply to requests by Customers as described above in Section 12. The charges stated below will apply for each request made by a Customer.

Change in Service Date	\$35
Design Change	\$35
Expedited Order	\$50